

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7																	
2. Amendment/Modification No. 0002		3. Effective Date 1999DEC01		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)																	
6. Issued By TACOM-ROCK ISLAND AMSTA-CM-CREC MARIA E. RODRIGUEZ (309) 782-5719 ROCK ISLAND IL 61299-7630 EMAIL: RODRIGUEZM@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) Code																			
				SCD PAS ADP PT																			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. DAAE20-99-R-0132																	
				<input type="checkbox"/>		9B. Dated (See Item 11) 1999JUL19																	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.																	
				<input type="checkbox"/>		10B. Dated (See Item 13)																	
Code		Facility Code																					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 1999DEC07 03:45pm Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																							
12. Accounting And Appropriation Data (If required)																							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.																							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In																	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).																					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:																					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)																					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.																							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION																							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4">15A. Name And Title Of Signer (Type or print)</td> <td colspan="4">16A. Name And Title Of Contracting Officer (Type or print)</td> </tr> <tr> <td colspan="2">15B. Contractor/Offeror _____ (Signature of person authorized to sign)</td> <td colspan="2">15C. Date Signed</td> <td colspan="2">16B. United States Of America By _____ (Signature of Contracting Officer)</td> <td colspan="2">16C. Date Signed</td> </tr> </table>								15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)				15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ (Signature of Contracting Officer)		16C. Date Signed	
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NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243																	

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-99-R-0132 MOD/AMD 0002</p>	<p align="center">Page 2 of 7</p>
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this amendment is to confirm that negotiations were opened and changes are incorporated into Solicitation DAAE20-99-R-0132 as follows:

a. First Article Testing (the following supersedes changes on Amendment 0001):

If the C2A1 Canisters are manufactured in accordance with the detailed Technical Data Package, then the First Article test requirements specified by TABLE III of MIL-PRF-51560A will be limited to the following:

TABLE III, PAGE 12: ALL REQUIREMENTS LISTED ON PAGE 12, EXCEPT FOR "PARTICULATE FILTER CLOGGING" AND "CORROSION RESISTANCE." FURTHERMORE, ONLY THE FOLLOWING TEST TYPES ARE REQUIRED: AS MANUFACTURED; AFTER ROUGH HANDLING; AFTER ACCELERATED AGING.

TABLE III, PAGE 13: ONLY "WEIGHT".

b. The following Government Furnished Property is offered on an "as is" basis (FAR 52.245-19) for use on this solicitation and resulting contract. The Government makes no warranty whatsoever with respect to Government furnished property furnished "as is". In accordance with Clause M-4, submit with your offer a completed AMCCOM Form SF71 or equivalent, identifying which of the following GFP items, if any, are requested with your offer. The contractor shall be responsible for costs associated with transporting the GFP to the contractor's production facility.

PROPERTY ID	DESCRIPTION	QTY	AQC VALUE	YR MFG
USA 0021-11	D5-3-1500 DOUBLE SEAMER	1	\$ 3,450.00	1984
USA 0021-12	D5-3-1513 PACKING CAN DOUBLE SEAMER	1	\$ 3,450.00	1984
USA 0021-39	ADJUSTABLE TABLES	6	\$ 187.74 EA	1985
USA 0021-40	SHELF TRUCK	1	\$ 197.55	1985
USA 0021-01	CHUCK, MOUNTED & ASSEMBLED IN USA 0021-11	1	\$ 350.00	1984
USA 0021-03	1.575-143P GO THREAD RING GAGE	1	\$ 945.35	1984
USA 0021-05	1.575-143P NO GO THREAD RING GAGE	1	\$ 945.35	1984
USA 0021-08	1.563-GO PLAIN RING GAGE CLASS X	1	\$ 74.10	1985
USA 0021-10	1.575-NO GO PLAIN RING GAGE CLASS X	1	\$ 74.10	1985
USA 0021-14	DOP CHUCK MOUNTED ON IE07-6694	1	\$ 2,687.00	1984
USA 0021-15	LEAK TESTER	1	\$ 8,793.80	1984
USA 0021-17	RESISTANCE TESTER, MOUNTED ON IE07-6694	1	\$ 9,293.80	1984
USA 0021-31	LEAK TEST FIXTURE	1	\$ 300.00	1984
USA 0021-36	LEAK TEST TANK	1	\$ 985.00	1985
USA 6111	Q127 PENETROMETER	1	\$19,000.00	1983
USA 6112	Q127 PENETROMETER	1	\$19,000.00	1983
USA 6113	Q127 PENETROMETER	1	\$19,000.00	1983
AMD 62	Q204 TESTER AIR LEAKAGE	1	\$ 2,000.00	1984
IE07-6392	Q127 PENETROMETER	1	\$11,000.00	1974
IE07-6560	Q113 TESTER, ROUGH HANDLING	1	\$ 883.00	1978
IE07-6596	Q127 PENETROMETER	1	\$11,000.00	1963
IE07-6694	Q127 PENETROMETER	1	\$11,000.00	1972
IE07-6700	Q127 PENETROMETER	1	\$ 6,737.50	1972
IE07-6708	Q101 WATER REPELLENCY	1	\$ 417.83	1963
USA 0021-23	PROGRESSIVE DIE, COVER	1	\$14,600.00	1984
USA 0021-24	PROGRESSIVE DIE, BOTTOM S.R.	1	\$15,015.00	1984
USA 0021-25	PROGRESSIVE DIE, TOP S.R.	1	\$15,015.00	1984
USA 0021-022	DIE, 9 STATION PROGRESSIVE, CANISTER BODY	1	\$33,175.00	1984

c. The following clauses are incorporated:

FAR 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS"

FAR 52-245-17 SPECIAL TOOLING (DEVIATION) (see attached)

FAR 52.245-9 USE AND CHARGES (see attached)

d. Class Deviation number 99-00008, issued on July 13, 1999, is authorized. This deviation reduces property record keeping and physical inventory requirements of FAR Part 45 for low-value property of \$5,000.00 or less.

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Negotiations will close at 1545 CT on December 7, 1999. Any revision to your offer or confirmation of prices previously offered must be received by the closing date of December 7, 1999, 1545 CT. Submission by electronic commerce or facsimile is authorized. Late offers will be handled in accordance with FAR 52.215-1.

The Government may make an award based on this amendment without further discussions of offers. Accordingly, each offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

The Government reserves the right to reopen negotiations.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A004 ***

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SECTION I - CONTRACT CLAUSES

	Status	Regulatory Cite	Title	Date
I-1	ADDED	52.245-9	USE AND CHARGES (DEVIATION)	APR/1984

(a) Definitions.
As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor’s property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor’s best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

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- (1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.
- (2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.
- (3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.
- (e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.
- (f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-2 ADDED 52.245-17 SPECIAL TOOLING (91-DEV-44) (AL 93-10) APR/1984

- a. Definition. "Special tooling" means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items, that are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling, for the purpose of this clause, does not include any item acquired by the Contractor before the effective date of this contract, or replacement of such items, whether or not altered or adapted for use in performing this contract, or items specifically excluded by the Schedule of this contract.
- b. Use of special tooling. The Contractor agrees to use the special tooling only in performing this contract or as otherwise approved by the Contracting Officer.
- c. Initial list of special tooling. If the Contracting Officer so requests, the Contractor shall furnish the Government an initial list of all special tooling acquired or manufactured by the Contractor for performing this contract (but see paragraph (d) for tooling that has become obsolete). The list shall specify the nomenclature, tool number, related product part number (or service performed), and unit or group cost of the special tooling. The list shall be furnished within 60 days after delivery of the first production end item under this contract unless a later date is prescribed.
- d. Changes in design. Changes in the design or specifications of the end items being produced under this contract may affect the interchangeability of end item parts. In such an event, unless otherwise agreed to by the Contracting Officer, the Contractor shall notify the Contracting Officer of any part not interchangeable with a new or superseding part. Pending disposition instructions, such usable tooling shall be retained and maintained by the Contractor.
- e. Contractor's offer to retain special tooling. The Contractor may indicate a desire to retain certain items of special tooling at the time it furnishes a list or notification pursuant to paragraphs (c), (d), or (h) of this clause. The Contractor shall furnish a written offer designating those items that it wishes to retain by specifically listing the items or by listing the particular products, parts, or services for which the items were used or designed. The offer shall be made on one of the following bases:
- (1) An amount shall be offered for retention of the items free of any Government interest. This amount should ordinarily not be less than the current fair value of the items, considering among other things, the value of the items to the Contractor for use in future work.
- (2) Retention may be requested for a limited period of time and under terms as may be agreed to by the Government and the Contractor. This temporary retention is subject to final disposition pursuant to paragraph (i) of this clause.

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Name of Offeror or Contractor:

f. Property control records. The Contractor shall maintain adequate property control records of all special tooling in accordance with its normal industrial practice. The records shall be made available for Government inspection at all reasonable times. To the extent practicable, the Contractor shall identify all special tooling subject to this clause with an appropriate stamp, tag, or other mark.

g. Maintenance. The Contractor shall take all reasonable steps necessary to maintain the identity and existing condition of usable items of special tooling from the date such items are no longer needed by the Contractor until final disposition under paragraph (i) of this clause. These maintenance requirements do not apply to those items designated by the Contracting Officer for disposal as scrap or identified as of no further interest to the Government under paragraph (i)(4) of this clause. The Contractor is not required to keep unneeded items of special tooling in place.

h. Final list of special tooling. When all or a substantial part of the work under this contract is completed or terminated, the Contractor shall furnish the Contracting Officer a final list of special tooling with the same information as required for the initial list under paragraph (c) of this clause. The final list shall include all items not previously reported under paragraph (c). The Contracting Officer may provide a written waiver of this requirement or grant an extension. The requirement may be extended until the completion of this contract together with the completion of other contracts and subcontracts authorizing the use of the special tooling under paragraph (b) of this clause. Special tooling that has become obsolete as a result of changes in design or specification need not be reported except as provided for in paragraph (d).

i. Disposition instructions. The Contracting Officer shall provide the Contractor with disposition instructions for special tooling identified in a list or notice submitted under paragraphs (c), (d), or (h) of this clause. The instructions shall be provided within 90 days of receipt of the list or notice, unless the period is extended by mutual agreement. The Contracting Officer may direct disposition by any of the methods listed in subparagraphs (1) through (4) of this paragraph, or a combination of such methods. Any failure of the Contracting Officer to provide specific instructions within the 90 day period shall be construed as direction under subparagraph (i)(3).

(1) The Contracting Officer shall give the Contractor a list specifying the products, parts, or services for which the Government may require special tooling and request the Contractor to transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Government all usable items of special tooling that were designed for or used in the production or performance of such products, parts or services and that were on hand when such production or performance ceased.

(2) The Contracting Officer may accept or reject any offer made by the Contractor under paragraph (e) of this clause to retain items of special tooling or may request further negotiation of the offer. The Contractor agrees to enter into the negotiations in good faith. The net proceeds from the Contracting Officer's acceptance of the Contractor's retention offer shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer.

(3) The Contracting Officer may direct the Contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling reported by the Contractor under this clause. The net proceeds of all sales shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer. To the extent that the Contractor incurs any costs occasioned by compliance with such directions, for which it is not otherwise compensated, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(4) The Contracting Officer may furnish the Contractor with a statement disclaiming further Government interest or rights in any of the special tooling listed.

j. Storage or shipment. The Contractor shall promptly transfer to the Government title to the special tooling specified by the Contracting Officer and arrange for either the shipment or the storage of such tooling in accordance with the final disposition instructions in subparagraph (i)(1) of this clause. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of the Contracting Officer. Tooling to be stored shall be stored pursuant to a storage agreement between the Government and the Contractor, and as directed by the Contracting Officer. Tooling shipped or stored shall be accompanied by operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed. To the extent that the Contractor incurs costs for authorized storage or shipment under this paragraph and not otherwise compensated for, the contract price shall be equitable adjusted in accordance with the Changes clause of this contract.

k. Subcontract provisions. In order to perform this contract, the Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontracts appropriate provisions to obtain Government rights comparable to the rights of the Government under this clause (unless the Contractor and the Contracting Officer agree that such rights are not of substantial interest to the Government). The Contractor agrees to exercise such rights for the benefit of the Government as directed by the Contracting Officer.

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(End of clause)

(IF7110)